

This instrument prepared by, or under the supervision of Herbert W. A. Thiele, County Attorney, 301 South Monroe Street, Tallahassee, Florida 32301

SANITARY AND STORM SEWER EASEMENT

THIS SANITARY AND STORM SEWER EASEMENT, made this _____ day of _____, 2003, by and between **LEON COUNTY**, a political subdivision of the State of Florida, whose address is 301 South Monroe Street, Tallahassee, Florida, 32301, as Grantor, and **THE BOYS AND GIRLS CLUB OF THE BIG BEND, INC.**, a not-for-profit Florida corporation, whose address is P.O. Box 37417, Tallahassee, Florida 32315, as Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged, hereby grants and releases to the Grantee and Its assigns, a perpetual easement for the purposes of maintaining sanitary and storm sewer utility connections, with full and free right, liberty and authority to enter upon and maintain said utility connections across the following described property, lying in the County of Leon, State of Florida, (hereinafter the "Property") to-wit:

See EXHIBIT "A"
attached hereto and made a part hereof

The foregoing easement is granted unto the Grantee as a non-exclusive easement with the Grantor retaining the rights to fully utilize the easement for Its purposes provided Grantee's use is not diminished and in the event that said easement is abandoned, used for any other purpose or the Grantee's sanitary and storm sewer utility connections relocated, this easement shall cease and terminate, and revert to the Grantor.

It is understood and agreed by and between the Grantor and the Grantee that the sanitary and storm sewer utility lines and equipment of the Grantee, installed or located, or to be installed or located on the Property hereinabove described, shall at all times be and remain the absolute property of the Grantee, its successors, and assigns, and subject to its complete dominion and control. With the exception of aforesaid utilities, Grantor will not construct any permanent improvements on the Property without the written permission of the Grantee. Grantee will restore the ground to its prior condition after installation of, removal of, or any maintenance work on said utilities and/or equipment.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board on the date first above written.

LEON COUNTY, FLORIDA

By: _____
Tony Grippa, Chairman
Board of County Commissioners

Attested By:
Bob Inzer
Clerk of the Court

By: _____
Clerk of the Court

Approved as to form:
County Attorney's Office
Leon County, Florida

By: _____
County Attorney